

DEGRADO HALKOVICH, LLC

540 Hudson Street, 5th Floor
Hackensack, New Jersey 07601
(201) 678-9007

Attorney(s) For Plaintiff
Jeffrey M. Halkovich, Esq.
BAR ID #: 038522005

NEW JERSEY SPINE AND ORTHOPEDICS,
LLC

Plaintiff,

v.

NATIONAL ASSOCIATION OF LETTER
CARRIERS HEALTH BENEFIT PLAN,
JOHN DOE (1-100) a fictitious person who is
presently unknown and XYZ CORP. (1-100),
a fictitious partnership, corporation, sole
proprietorship, limited liability company and/or
self funded health benefits plan whose identity is
presently unknown

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
LAW DIVISION

Docket:

CIVIL ACTION

COMPLAINT

The Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC whose principal place of business is 375 Mt. Pleasant Ave, in the Township of West Orange, Essex County, New Jersey, by way of Complaint against the Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) says:

FIRST COUNT

1. At all times mentioned hereinafter Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC is a New Jersey Limited Liability Company engaged in the private practice of medicine and surgery with its principal place of business located in Essex County, New Jersey.

2. At all times mentioned hereinafter Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) is a self-funded employee health and welfare benefits plan which provides its member(s), employees and/or insured(s) certain health and welfare benefits in the State of New Jersey.

3. At all times mentioned hereinafter Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) provides certain health and welfare benefits to its member and/or insured, AG and as such is entitled to benefits under the Defendant(s)' Plan.

4. At all times mentioned hereinafter, Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) contracted with CIGNA HEALTHCARE to administer the Defendant(s)' Plan.

5. On or about August 19, 2016, AG was provided by Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC with certain reasonable, medically necessary, and valuable surgical services and, as such, is entitled to payment from Defendant(s) for the services it provided pursuant to the terms and provisions of Defendant(s)' Plan.

6. That at all times mentioned hereinafter, AG duly assigned all her rights, interests and benefits under the aforementioned health and welfare benefits plan to Plaintiff by way of a duly executed assignment of benefits attached hereto and incorporated herein by reference.

7. That Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC complied with all of Defendant(s)' administrative requirements and duly submitted all medical bills and appeals to Defendant(s) and/or their designated third party administrator.

8. That Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) have failed to comply with the terms and provisions of AG's Plan by failing to pay and/or properly reimburse Plaintiff for the medically necessary, reasonable and valuable services provided to AG in the amount(s) of \$317,212.10.

9. That Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC herein moves under section 502(a)(1)(B) of ERISA to enforce a plan benefit pursuant to the attached duly executed assignment of benefit.

WHEREFORE, Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC seeks judgment for damages against the Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) for the total value of services provided by the Plaintiff in the amount of \$317,212.10, plus interest, statutory attorneys' fees, costs of suit, and for such further relief as this Court may deem just and proper.

SECOND COUNT

1. The Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC, repeats and re-alleges each and every allegation of the First Count with the same force and effect as if set forth fully at length herein.

2. That at all times mentioned Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) by and through their agent/third party administrator, CIGNA HEALTHCARE made a clear and definite promise to cover services rendered by Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC on or about July 28, 2016 for the service provided to AG on August 19, 2016.

3. That Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) by and through their agent/third party administrator, CIGNA HEALTHCARE, induced Plaintiff to perform medical/surgical services on AG and reasonably expected that Plaintiff would rely on said promise to cover said treatment.

4. That Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC has incurred damages in the amount of \$317,212.10 based on reliance of Defendant(s)' promise and their failure to cover and pay for the treatment accordingly.

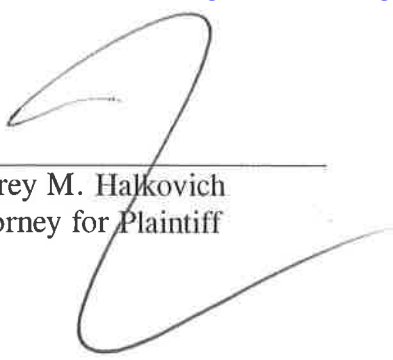
WHEREFORE, Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC seeks judgment for damages against the Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) for the total value of services provided by the Plaintiff in the amount of \$317,212.10, plus interest,

statutory attorneys' fees, costs of suit, and for such further relief as this Court may deem just and proper.

THIRD COUNT

1. The Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC, repeats and re-alleges each and every allegation of the First and Second Counts with the same force and effect as if set forth fully at length herein.
2. That at all times mentioned Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) by and through their agent, MultiPlan, entered into a contract directly with Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC on or about January 1, 2017 to pay \$38,356.00 to Plaintiff for the service(s) rendered to AG on August 19, 2016.
3. That Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) has breached the aforementioned agreement by failing to pay Plaintiff according to the terms of said contract.
4. That Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC has incurred damages in the amount of \$38,356.00 based on Defendant's breach of the aforementioned contract.

WHEREFORE, Plaintiff, NEW JERSEY SPINE AND ORTHOPEDICS, LLC seeks judgment for damages against the Defendant(s), NATIONAL ASSOCIATION OF LETTER CARRIERS HEALTH BENEFIT PLAN, JOHN DOE (1-100) and XYZ CORP (1-100) for the total value of services provided by the Plaintiff in the amount of \$38,356.00, plus interest, attorneys' fees, costs of suit, and for such further relief as this Court may deem just and proper.

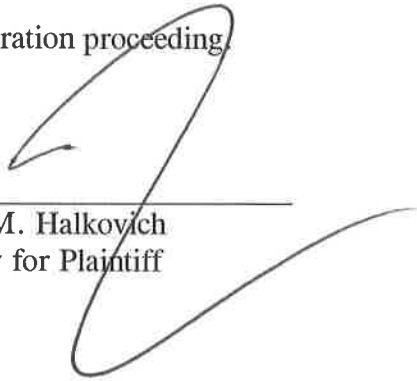


Jeffrey M. Halkovich
Attorney for Plaintiff

DATED: March 9, 2018

CERTIFICATION

In accordance with Rule 4:5-1, I hereby certify that the matter in controversy is not the subject of any other action in any Court or of a pending arbitration proceeding.



Jeffrey M. Halkovich
Attorney for Plaintiff

DATED: March 9, 2018

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4 Plaintiff(s) hereby designate Paul K. DeGrado, Esq. as trial counsel.

CERTIFICATION PURSUANT TO R. 1:38-7

I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).



Jeffrey M. Halkovich
Attorney for Plaintiff

Dated: March 9, 2018

**ASSIGNMENT OF BENEFITS, AUTHORIZATION TO SETTLE CLAIM AND DIRECTION
TO PAY MEDICAL PROVIDER DIRECTLY**



04081 - 0 - 20797

Patient: _____

Insurance Company: _____

Claim #: _____

By my signature below, for good and valuable consideration (including but not limited to the extension of credit to me), I hereby adding, transfer and convey to Scott Katzman, M.D./NJSO (hereinafter "the Provided") all of my rights, title and interest in and to medical expenses reimbursement in whatever form, including but not limited to any automobile liability medical expense payments or other health benefits indemnification and/or agreement otherwise payable to me.

This payment shall not exceed my indebtedness to the above named assignee and I acknowledge that I will timely pay any indebtedness owed by me to the assignee that is not otherwise satisfied by the above mentions assigned proceeds.

I further authorize the Provider to negotiate, collect and settle any claim with any insurance carrier or other third party with regard to these services, which authorization shall include authority to (1) request and receive from any insurer or any other party and all documentation and records that I am empowered to request regarding this claim, including without limitation any Independent Medical Examination Reports, Records Review Report, Explanation of Benefits, and Benefit Payment Sheets or Logs (PIP Payout Sheets), without regard as to whether such documentation has already been provided to me, and (2) endorse in my name any check issued for payment where benefits are assigned.

I further direct my insurer to direct all payments for services rendered by the Provider to: Scott Katzman, M.D./NJSO, at the address listed below.

**THIS IS A DIRECT AND IRREVOCABLE ASSIGNMENT OF
MY RIGHTS AND BENEFITS UNDER MY POLICY OF INSURANCE**

A photocopy of this form shall be considered as effective and valid as the original.

I have read the foregoing and understand and agree to each of the above provisions.

Anna M. Guelick
Patient's Signature

For NJSO

☐ Scott Katzman, M.D.

☐ Lewis Dorrance, P.A.-C

☐ Jeffrey Oppenheimer, M.D.

Date: 7/7/16

Date: _____